

**City of Belmont**  
**Parks and Recreation Department**  
**30 Twin Pines Lane**  
**Belmont, CA. 94002**



**REQUEST FOR PROPOSAL**

**Scoreboard Replacement Project 2018**  
**City Contract Number 2018-566**  
**South & North Field at Belmont Sports Complex**

**GENERAL INFORMATION**

The City of Belmont, Parks and Recreation Department, is seeking proposals from contractors to remove/dispose two existing scoreboards, supply installation brackets and hardware, mount two new scoreboards and two new advertising panels to the existing poles and make electrical connections. The City has purchased the scoreboards and will deliver to the site.

Location is the Belmont Sports Complex, 550 Island Parkway, Belmont, CA. 94002

Scoreboard 1 - South Field at Belmont Sports Complex  
Scoreboard 2 - North Field at Belmont Sports Complex

This project is considered a "Public Works Construction Project" and contractors must comply with all the requirements set forth in the Construction Agreement (Exhibit A). Specifically, contractor must comply with requirements in Sections 11, 12, 13 & 14.

**SCOPE OF WORK**

The City of Belmont is seeking proposals to remove and dispose of existing scoreboards, move, lift and mount two new scoreboards onto existing poles. Supply all necessary mounting brackets and hardware. Make all electrical connections so scoreboards are operable. Installation instructions are attached as "Exhibit B".

Photographs of existing conditions and new scoreboards are attached as "Exhibit C".

Contractor must be able to complete the work within 10 consecutive working days upon agreed schedule.

Contractors wishing to view the site prior to submitting a proposal must schedule an appointment by contacting: Daniel Ourtiague, Parks Manager at 650-595-7442.

## **PROPOSAL REQUIREMENTS**

The content of your proposal should include the following in summary form:

### **Related Project Examples and References**

Provide recent (within last 10 years) visual examples of relevant projects completed by the contractor that exhibit the ability to successfully complete this type of project.

Along with each example, please include descriptive information such as location of the project, date, scope and scale, contract amount, name of the client, and e-mail address and telephone number of the client contact.

All proposals shall be submitted no later than **July 6, 2018** to:

City of Belmont  
Attention: Daniel Ourtiague  
30 Twin Pines Lane  
Belmont, California  
94002  
[dourtiague@belmont.gov](mailto:dourtiague@belmont.gov)  
Phone-650-595-7442  
Fax- 650-595-7419

**CONSTRUCTION AGREEMENT  
(Small Project Construction)**

This Construction Agreement (hereinafter "Agreement") is made and entered into by and between the CITY OF BELMONT, a municipal corporation (hereinafter "City"), and [\*\*\*INSERT LEGAL NAME OF CONTRACTOR\*\*\*name of business and description of legal entity, i.e., LLC, Partnership, Corporation, etc.]. (hereinafter "Contractor").

**RECITALS**

- A. In accordance with the applicable provisions of State law, including the California Public Contract Code, and local law, including the Belmont City Code, the City solicited bids from qualified Contractors for this Project.
- B. In response to the solicitation for bids, the Contractor submitted the proposal (with a Bid Amount of \$ \_\_\_\_\_, which is incorporated herein by reference, which was found by the City to be responsive to the solicitation.
- C. After reviewing the proposals, the City found the Contractor's proposal to be the best value to the City and the Awarding Body awarded this Agreement to the Contractor on \_\_\_\_\_ [\*\*\*INSERT DATE OF AWARD\*\*\*].
- D. The Project is more specifically described in the Contract Documents, but generally includes the following items of work: [\*\*\* INSERT IDENTICAL TO "PROJECT DESCRIPTION" IN THE INVITATION TO BIDS\*\*\*].

**NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

- 1. **SCOPE OF WORK.** The Contractor shall perform, or cause to be performed, the Work described in the Contract Documents (hereinafter "Work"), to the satisfaction of the City Engineer, and subject to the final acceptance by the City.
- 2. **CONTRACT DOCUMENTS.**
  - 2.1. **List of Contract Documents.** The Contract Documents consist of this executed Agreement; the Contractor's proposal, the Specifications including General Conditions, and the Technical Specifications.
  - 2.2. **Precedence of Contract Documents.** In the event of a conflict between component parts of the Contract Documents, the document highest in precedence shall control. The precedence shall be as follows:
    - 2.2.1. Agreement, as amended by contract change orders.
    - 2.2.2. Contractor's proposal.
    - 2.2.3. Technical Specifications
    - 2.2.4. General Conditions

2.3. **Addenda.** The following Addenda are hereby incorporated into the Contract Documents:

No.	Date of Issue:
_____	_____
_____	_____
_____	_____

3. **CONTRACT TIME.**

3.1. Reserved.

3.2. The City shall issue a Notice to Proceed to Contractor. The Notice to Proceed will identify the date on which the "Contract Time" commences, and this date may be referred to as the "Contract Commencement Date." Contractor is authorized to commence Work on the Contract Commencement Date, and Contractor must commence the Work no later than seven days after the Contract Commencement Date. The Work must be diligently prosecuted and all of the Work must be substantially completed within 30 days from the Notice to Proceed. Time is of the essence in the performance of all obligations under these Contract Documents, and all timing requirements must be strictly adhered to unless otherwise modified by the City in accordance with the Contract Documents. The Contractor must submit all requests for extensions of time to the City, in writing, no later than ten (10) working days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

3.3. Within the time set forth in the Special Provisions (or, if no time is specified in the Special Provisions, with seven (7) calendar days after written request from the City), Contractor shall submit to the City all required documents, including the following:

3.3.1. Contractor's Construction Schedule.

3.3.2. Contractor's schedule of submittals.

4. **CONTRACT AMOUNT.** City shall pay to Contractor, for the performance of the Work, the Contract Amount identified in the Proposal and as modified according to the terms of the Contract Documents. The Contractor's compensation shall include all costs incurred by the Contractor in the performance of the Work, including: furnishing all labor (including supervision), materials (including the costs of any and all applicable taxes, patent rights, royalties, licenses, and permits), equipment, tools, transportation, and services necessary to complete the Work (including costs to protect the Work, and all damages to the Work prior to acceptance of the Work by the City, unless otherwise specifically provided in the Contract Documents). The Contract Amount identified in the Proposal is \$\_\_\_\_\_.

5. **LIQUIDATED DAMAGES.** Reserved.

6. **CONTRACTOR REPRESENTATIVE.** At all times during the progress of the Work, Contractor shall have a competent supervisor, foreman, or superintendent (hereinafter "Contractor Representative") on site with authority to act on behalf of the Contractor. The Contractor Representative shall be authorized by the Contractor to sign, send, and receive all notices contemplated or required by the Contract Documents, and authorized to direct all Work being

performed by (or on behalf of) the Contractor. The Contractor shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Contractor Representative. Throughout the term of this Contract, Contractor Representative shall meet and confer with the City Engineer in a good faith effort to resolve any outstanding issues related to performance required by the Contract Documents. The Contractor shall, at all times, keep the City Engineer informed in writing of the names and telephone numbers of all subcontractors performing the Work.

7. **ACCESS TO THE SITE.** In order to permit the City to inspect the Work, the Contractor shall, at all times, provide to the City (including agencies and entities designated by the City) proper and safe access to the Project site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

8. **DOCUMENTATION AND RECORD KEEPING.**

- 8.1. **Contractor's Project Records.** Contractor's Project records shall include all of Contractor's accounting records, employment records, and project work records for all employees, subcontractors, and suppliers, including: the Contract Documents, one record copy of the plans and specifications, change orders, requests for clarifications, instructions from the City, contracts with suppliers and subcontractors, correspondence, submittals, samples, shop drawings, invoices, receipts, vouchers, purchase orders, notes, daily logs, and memoranda relating to the Work.
- 8.2. **Contractor's Maintenance of Project Records.** Contractor shall keep and preserve Project records in accordance with generally accepted accounting principles and state law requirements. During performance of the Work, Contractor shall keep all of Contractor's Project records in a secure location at the Project Site. After completion of the Work, Contractor shall maintain the Project records for no less than four years after final completion of the Work.
- 8.3. **Audit by the City.** All of Contractor's Project records, as identified above, shall be made available to the City (including agencies and entities designated by the City), and the Contractor shall provide copies of the Contractor's records upon request by the City.

9. **RESPONSIBILITY OF CONTRACTOR AND SUBCONTRACTORS.**

- 9.1. Contractor is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Contractor is not City's employee and Contractor shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Contractor.
- 9.2. For each subcontractor performing any portion of the Work for this Project, the Contractor shall include a provision in the subcontract documents incorporating by reference the requirements of these Contract Documents, to require the subcontractor to comply with the requirements of these Contract Documents as related to the portion of the Work performed by the subcontractor. This requirement shall specifically include: indemnification of the City (Agreement Section 16), business tax compliance (Agreement Section 12), insurance (Agreement Section 14), and nondiscrimination and compliance with law (Agreement Section 11.1).



10. **CONFLICTS OF INTEREST.** Contractor (including its employees, agents, and subcontractors) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. In the event that Contractor maintains or acquires such a conflicting interest, any contract (including this Agreement) involving Contractor's conflicting interest may be terminated by the CITY.
11. **COMPLIANCE WITH LAW.** The Contractor shall comply with all applicable legal requirements including all federal, state, and local laws (including ordinances, resolutions, and City Regulations), whether or not said laws are expressly stated in this Agreement.
  - 11.1. **Nondiscrimination.** Contractor shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. Contractor shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, or sex.
  - 11.2. **Labor Compliance.** Contractor must comply with all applicable federal, state, and local laws regarding labor compliance, including, but not limited to, all applicable provisions related to working hours, the payment of prevailing wages, travel and subsistence payments, apprentices, payroll records, and labor code penalties (as required by California Labor Code Sections 1720 through 1861, and as outlined in the General Conditions). Copies of the prevailing wage rates are on file with the City Engineer, and shall be made available to any interested party upon request. See General Conditions Section 19 for more detail.
  - 11.3. **Department of Industrial Relations Registration.** No contractor or subcontractor may be listed on a bid proposal for or work on a public works project unless registered with the Department of Industrial Relations under Labor Code section 1725.5 or submitting a bid as part of a joint venture authorized by Business and Professions Code Section 7029.1 or by Public Contract Code Section 10164 and 20103.5, provided the contractor is registered to perform public work under Section 1725.5 at the time the contract is awarded.
  - 11.4. **Subcontractor Eligibility.** Contractor acknowledges that under Public Contract Code Section 6109 no contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project under Labor Code Section 1777.1 or 1777.7 may bid on, be awarded, or perform work as a subcontractor on, a public works project. Contractor is prohibited from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project under Labor Code Section 1777.1 or 1777.7.
12. **PERMITS AND LICENSES.** The Contractor must obtain and maintain all necessary permits and licenses for the performance of the Work.
  - 12.1. **Belmont Business License Tax.** Contractor must apply for and pay the business tax and registration tax for a business license, in accordance with the Belmont City Code.
  - 12.2. **Fees, Royalties, and Patents.** Contractor must pay all license fees and royalties related to or necessary for the Work and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others.

13. **IMPROVEMENT SECURITY.** Concurrently with the execution of this Agreement by the Contractor, and before the commencement of any Work, the Contractor shall furnish improvement security, in a form substantially the same as that set forth in the Exhibits, attached hereto, or in an alternate form authorized by state law and approved by the City, in the following amounts:
- 13.1. **Faithful Performance** security in the amount of 100 % of the Contract Amount to secure faithful performance of this Agreement (until the date on which the City accepts the Work as complete). Reserved
- 13.2. **Labor and Material** security in the amount of 100% of the Contract Amount to secure payment by the Contractor to laborers and materialmen (until the date on which claims are required to be made by laborers and materialmen pursuant to law). Reserved
- 13.3. **Warranty** security in the amount of 10% of the Contract Amount to secure faithful performance of this Agreement (from the date on which the City accepts the Work as complete until one year thereafter). Reserved
14. **INSURANCE.** Contractor must, throughout the duration of this Agreement, maintain insurance to cover Contractor (including its agents, representatives, subcontractors, suppliers, and employees) in connection with the performance of Work under this Agreement, including against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work. This Agreement identifies the minimum insurance levels with which Contractor must comply; however, the minimum insurance levels do not relieve Contractor of any other performance responsibilities under this Agreement (including the indemnity requirements). City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.
- 14.1. **Coverage.** Contractor must maintain insurance in the following minimum levels:
- 14.1.1. **Workers' Compensation.** Workers' compensation coverage as required by the State of California, with statutory limits.
- 14.1.2. **Commercial General Liability (CGL).** Commercial general liability with coverage at least as broad as ISO form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury in an amount not less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit.
- 14.1.3. **Employer's Liability.** Employer's liability in an amount not less than \$1,000,000 per accident for bodily injury or disease.
- 14.1.4. **Automobile Liability.** Automobile liability with coverage at least as broad as ISO Form Number CA 0001 covering Code 1 (any auto) in an amount not less than \$5,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to Contractor's vehicle usage in performing services hereunder).
- 14.1.5. **Builder's Risk (Course of Construction).** Builder's risk insurance utilizing an "All Risk" (Special Perils) coverage form in an amount equal to the completed value of the project and no coinsurance penalty provisions.

- 14.1.5.1. Builder's Risk insurance must name City as a loss payee as their interest may appear.
- 14.1.5.2. If the project does not involve new or major reconstruction, at the option of City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the Entity's site.
- 14.2. **Additional Coverage.** Contractor may carry, at its own expense, any additional insurance it deems necessary or prudent. If Contractor maintains higher levels than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum levels of insurance and coverage shall be available to the City.
- 14.3. **Insurer Qualifications.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity. Exception may be made for the State Compensation Insurance Fund when not specifically rated.
- 14.4. **Deductibles.** Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either:
  - 14.4.1. Contractor must reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or,
  - 14.4.2. Contractor must provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 14.5. **Subrogation Waiver.** Contractor hereby grants to City a waiver of any right to subrogation which any insurer of Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of City for all work performed by Contractor, its employees, agents and subcontractors. This provision applies regardless of whether or not the City has requested or received a waiver of subrogation endorsement from the insurer.
- 14.6. **Evidence of Coverage.** Concurrently with the execution of this Agreement, Contractor must furnish City with original certificates and amendatory endorsements, or copies of information or declaration page listing all policy endorsements of the insurance required hereunder. However, failure to obtain the required documents before the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.
- 14.7. **Endorsements.** The insurance policies must be endorsed as follows:
  - 14.7.1. For commercial general liability and automobile liability insurance, the City (including its elected officials, employees, and agents) must be named as an additional "insured". The endorsement must include liability arising out of work or operations performed by or on



behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed by or on behalf of Contractor. For commercial general liability, the policy must be endorsed with a form at least as broad as ISO form CG 20 10, GC 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used.

14.7.2. Contractor's insurance is primary to any other insurance (including self-insurance) available to the City (including its elected officials, employees, and agents) with respect to any claim arising out of this Agreement. Any insurance maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

14.7.3. No policy shall be canceled, limited, or allowed to expire without renewal until after 30 days written notice has been given to the City by first class mail.

14.8. **Claims Made Policies.** If any required coverage is made on a claims-made form:

14.8.1. The "Retro Date" must be shown, and must be before the date of the contract or the beginning of contract work.

14.8.2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

14.8.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

14.8.4. A copy of the claims reporting requirements must be submitted to City for review.

14.8.5. If the services involve lead-based paint or asbestos identification/remediation, Contractor's Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, Contractor's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

14.9. **Subcontractors.** Contractor must require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor must ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors must provide coverage with a format least as broad as CG 20 38 04 13.

15. **REPORTING DAMAGES.** If any damage (including death, personal injury or property damage) occurs in connection with the performance of this Agreement, Contractor must immediately notify the City Risk Manager's office by email at [finance@belmont.gov](mailto:finance@belmont.gov), and Consultant shall promptly submit to the City's Risk Manager and the City's Authorized Representative, a written report (in a form acceptable to the City) with the following information: (a) name and address of the injured or deceased person(s), (b) name and address of witnesses, (c) name and address of Consultant's insurance company, and (d) a detailed description of the damage and whether any City property was involved.

16. RESPONSIBILITY FOR LOSS.

16.1. The City and its elected officials, officers, employees, agents and volunteers, shall not be answerable or accountable in any manner: for any loss or damage that may happen to the work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the work; for injury to or death of any person (including but not limited to workers or the public) from any cause whatsoever; or for damage to property from any cause whatsoever.

16.2. The Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person (including but not limited to workers and the public) or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance. The Contractor shall indemnify and save harmless the City of Belmont and its elected officials, officers, employees, agents and volunteers from all claims, suits or actions of every name, kind and description brought for, or on account of, injuries to or death of any person (including but not limited to employees of Contractor, of subcontractor, or of any other person, firm or entity and the public) or damage to property arising from any cause whatsoever during the progress of the work or at any time before its final completion and acceptance. Contractor's indemnification shall specifically include, but not be limited to, all claims arising out of: contract claims, property damage, personal injury, and any infringement of patent rights or copyrights incidental to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents. Contractor's indemnification shall include any and all costs, expenses, court costs, attorneys' fees and liability incurred by the City in enforcing the provisions of this section, and in defending against such claims, whether the same proceed to judgment or not. Contractor shall reimburse City for any expenditures City incurs by reason of such matters. The duty of the Contractor to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. This indemnification shall survive termination of the Contract.

The Contractor waives any and all rights to any type of express or implied indemnity against the City, and its officers, officials, agents, employees and volunteers. It is the intent of the parties that the Contractor shall indemnify and hold harmless the City, and its elected officials, officers, agents, employees and volunteers from any and all claims, suits, or actions arising from any cause whatsoever as set forth above regardless of the existence or degree of fault or negligence on the part of the City, the Contractor, the subcontractor or employee of any of these, other than the sole negligence, active negligence or willful misconduct of the City, and its elected officials, officers, agents, employees and volunteers.

16.3. In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the Agreement as shall be considered necessary by the City may be retained by the City until disposition has been made of such suits or claims for damages as aforesaid.

16.4. Neither the elected officials, officers, agents, employees not volunteers of City, nor any officer or employee of any county, city or district shall be personally responsible for any liability arising under or by virtue of the Agreement.

16.5. Nothing in the Agreement is intended to make the public or any person a third party beneficiary under this Contract, nor is any term and condition or other provision of the Agreement intended to establish a standard of care owed to the public or any member thereof.

17. **ACCEPTANCE OF WORK.** Before acceptance of the Work by the City, the Contractor shall be solely responsible for maintaining the quality of the Work, and maintaining safety at the Project site. The Contractor's obligation to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City has accepted the Work as complete.

18. **WARRANTY.**

18.1. **Quality of Work.** Contractor warrants to the City that all materials and equipment used in or incorporated into the Work will be of good quality, new, and free of liens, claims, and security interests of third parties; and that the Work will be of good quality and free from defects; and that the Work will conform with the requirements of the Contract Documents.

18.2. **Documentation of Warranty.** If required by the City Engineer, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If required by the Contract Documents, the Contractor shall provide a written warranty from the manufacturer or supplier.

18.3. **Warranty Period.** The Contractor shall warrant the quality of the Work, in accordance with the terms of the Contract Documents, for the "Warranty Period." The Warranty Period shall be a one year period (unless a longer period of time is specified in the Contract Documents) commencing as follows: (a) for any Work not identified as incomplete in the Certificate of Substantial Completion, commencing on the date of Substantial Completion; and (b) for any Work that is identified as incomplete in the Certificate of Substantial Completion, commencing on the date of Final Completion.

18.4. **Default During Warranty Period.** In the event that (during the Warranty Period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of the Contractor under this Agreement (including any faulty workmanship or material, or any failure of the Work to operate in accordance with the requirements of the Contract Documents), the Contractor shall be in default.

19. **DEFAULT.**

19.1. **Notice of Default.** In the event that the Contractor is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to the Contractor and the Contractor's surety (if any) in which the default is described.

19.2. **Circumstances Constituting Default.** Contractor shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exists:

19.2.1. Contractor fails to perform any portion of the Work in accordance with the timing requirements of the Construction Schedule.



- 19.2.2. Contractor abandons the Project site.
- 19.2.3. Contractor fails to replace or repair any damage caused by Contractor or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.
- 19.2.4. Contractor fails to supply workers, subcontractors, or other personnel with the skills, certifications, or licenses required by the Contract Documents.
- 19.2.5. Contractor violates any legal requirement related to the Work.
- 19.2.6. Contractor is insolvent, files for bankruptcy, makes a general assignment for the benefit of its creditors, or fails to pay its debts as they become due.
- 19.2.7. Contractor fails to perform any portion of the Work in accordance with the requirements of the Contract Documents.
- 19.3. **City Remedies.** The City may, in the discretion of the City Engineer, take any or all of the actions identified in this subsection, if the Contractor fails to: (a) promptly commence, and diligently and continuously prosecute the cure of the default, or (b) within ten (10) days, cure the default, or provide adequate written assurance to the satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion:
  - 19.3.1. Demand the Contractor to complete performance of the Work (including repair, or removal and replacement, of nonconforming Work).
  - 19.3.2. Issue a Notice of Suspension of Work, by which the Contractor shall suspend all Work except for those portions of the Work authorized by the Notice, and for which the Contractor shall not be entitled to any adjustment of the Contract Amount or Contract Time. Notwithstanding the timing requirements of this Section 19.3, if the City Engineer determines that a default may have a potentially adverse impact on the safety of persons or property (including but not limited to a failure by the Contractor to maintain documentation of insurance or improvement security as required by this Agreement), the City Engineer may immediately issue a Notice of Suspension of Work in accordance with this subsection.
  - 19.3.3. Cure the default and charge the Contractor for all costs resulting therefrom, including administrative costs (including City staff costs, City consultant costs, and attorney's fees) and interest in an amount equal to seven percent (7 %) per annum from the date of default, which charge may be deducted by the City from amounts otherwise payable to the Contractor.
  - 19.3.4. Remove the Contractor from the site and demand the Contractor's surety (if any) to complete performance of the Work.
  - 19.3.5. Take possession of the Project site and all materials, supplies, equipment, tools, and construction equipment and machinery thereon owned by Contractor; accept the assignment of any or all of the subcontracts; and then complete the Work by any method the City may deem expedient. If requested by the City, Contractor shall remove any part or all of Contractor's materials, supplies, equipment, tools, and construction equipment and machinery from the Project site within seven (7) days of such request; and if Contractor fails to do so, the City may remove or store, and after ninety (90) days sell, any of the same at Contractor's expense.
  - 19.3.6. Terminate the Contract.



19.4. **Termination for Default.** In the event that the Contract is terminated by the City in accordance with this section:

19.4.1. Contractor shall not be entitled to receive any further payment until the expiration of thirty-five (35) days after Final Completion and acceptance of all Work by the City

19.4.2. If the unpaid balance of the Contract Amount (to which the Contractor is otherwise entitled in accordance with the Contract) exceeds the cost of completing the Work (including all additional costs and expenses made necessary thereby, plus all losses sustained, including any liquidated damages provided under the Contract Documents), such excess shall be paid to Contractor. If the cost of completing the Work exceeds the unpaid balance of the Contract Amount, Contractor shall pay such excess to the City.

19.4.3. No termination or action taken by the City after termination shall prejudice any other rights or remedies of the City provided by law or by the Contract Documents upon such termination; and the City may proceed against Contractor to recover all losses suffered by the City.

20. **NOTICES.** All notices or demands which the Contract Documents contemplates or requires shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective on the first to occur of: (a) actual receipt by a party's Authorized Representative; (b) actual receipt at the address designated below; or (c) three working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated below. The Authorized Representative of either party may modify their respective contact information identified in this section by providing notice to the other party.

**TO: City of Belmont**

Attn: City Manager  
Greg Scoles  
One Twin Pines Lane, Suite  
Belmont, CA 94002

**To: Contractor**

Attn: Robert Kimball, President  
Gatton Electric, Inc.  
102 Bonita Avenue  
Redwood City, CA. 94061

21. **HEADINGS.** The heading titles for each paragraph of the Contract Documents are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Contract Documents.

22. **SEVERABILITY.** If any term of the Contract Documents (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Contract Documents shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this section shall not apply to the extent that enforcement of the Contract Documents without the term would be grossly inequitable under all the circumstances or would frustrate the purposes of the Contract Documents.

23. **INTERPRETATION OF CONTRACT DOCUMENTS.**

23.1. **Governing Law, Jurisdiction, and Venue.** The interpretation, validity, and enforcement of the Contract Documents shall be governed by and construed under the laws of the State of

California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Mateo.

- 23.2. **Industry Standards.** When Contract terms have a customary technical or trade meaning, the terms shall be interpreted in accordance with that meaning.
- 23.3. **Standard Specifications and Codes.** References to any regulations (including: standard specifications, manuals or codes of a technical society, organization or association; or laws or regulations of any governmental authority) shall mean the regulations in effect at the time of the Bid Opening, unless otherwise specifically identified in the Contract Documents.
24. **ATTORNEY'S FEES.** In the event any legal action is commenced to enforce the Contract Documents, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred, not to exceed \$10,000.
25. **ASSIGNMENT AND DELEGATION.**
- 25.1. **Assignment of The Contract Documents.** The Contract Documents, and any portion thereof, shall not be assigned or transferred, nor shall any of the Contractor's duties be delegated, without the written consent of the City. Any attempt to assign or delegate the Contract Documents without the written consent of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.
- 25.2. **Antitrust Claims.** As required by the instructions to bidders and Government Code Section 4552, the Contractor hereby agrees to assign to the City, all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the parties. The Contractor further warrants that all goods, services, and materials provided to the City in accordance with this Contract are free and clear of all liens and encumbrances.
26. **MODIFICATIONS.** The Contract Documents may not be modified orally or in any manner other than by an agreement of the parties, in writing, in accordance with requirements of the Contract Documents.
27. **WAIVERS.** Waiver of a breach or default under the Contract Documents shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of the Contract Documents.
28. **CONFLICTS.** If any conflicts arise between the terms and conditions of this Agreement and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Agreement shall control.
29. **ENTIRE AGREEMENT.** The Contract Documents, including all documents incorporated herein by reference, comprise the entire integrated understanding between the City and Contractor

concerning the Work to be performed for this Project. The Contract Documents supersede all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The Contract Documents are complementary; what is called for in one is binding as if called for by all. To the extent that portions of the Contract Documents are not attached to this Agreement, they shall be deemed incorporated herein by reference.

30. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute the Contract Documents on behalf of the respective legal entities of the Contractor and the City. The Contract Documents shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the City and the Contractor do hereby agree to the full performance of the terms set forth herein.

**CITY OF BELMONT**

By: \_\_\_\_\_  
Greg Scoles, City Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
Scott M. Rennie, City Attorney

FUNDING VERIFIED

\_\_\_\_\_  
Thomas Fil, Finance Director

**CONTRACTOR**

By: \_\_\_\_\_  
\_\_\_\_\_  
(print name) (print title)

Date: \_\_\_\_\_

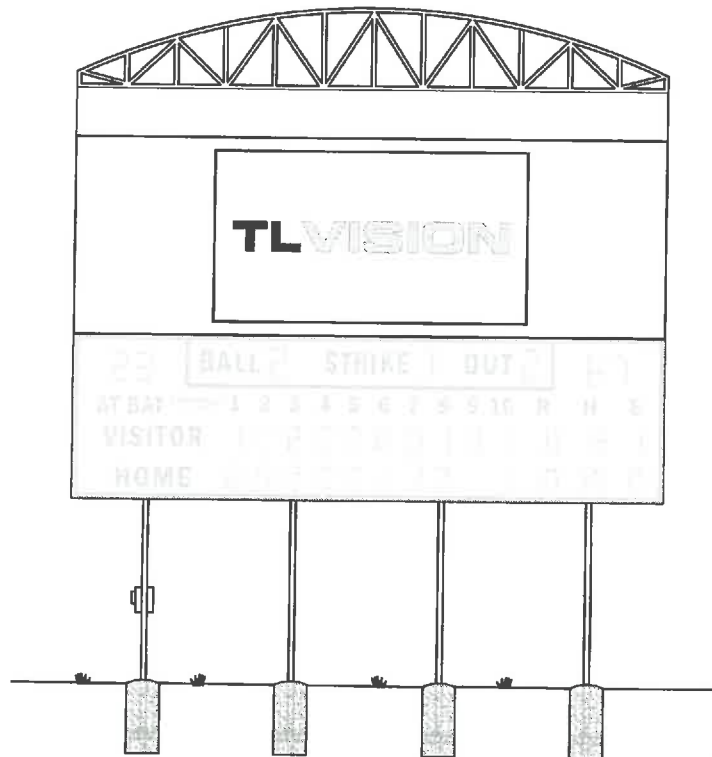
By: \_\_\_\_\_  
\_\_\_\_\_  
(print name) (print title)

Date: \_\_\_\_\_

Exhibit B

# FAIR-PLAY

by **TRANSLUX**



A0209

## OUTDOOR SPORTS

### SCOREBOARD & TLVISION INSTALLATION RECOMMENDATIONS

98-0000-10 • REV 1109.15



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## EQUIPMENT LOCATION & PLACEMENT

- The sports display (scoreboard, TLVision and optional sign) must be positioned so that the spectators see what is being displayed.
- The control must be located such that the scorekeeper or control operator can monitor the event and see what is being displayed.
- For maximum visibility, the sports display must be placed at the south or west end of the field so that the sun does not shine directly on the face of the sports display during afternoon games. See Figure 1 below.

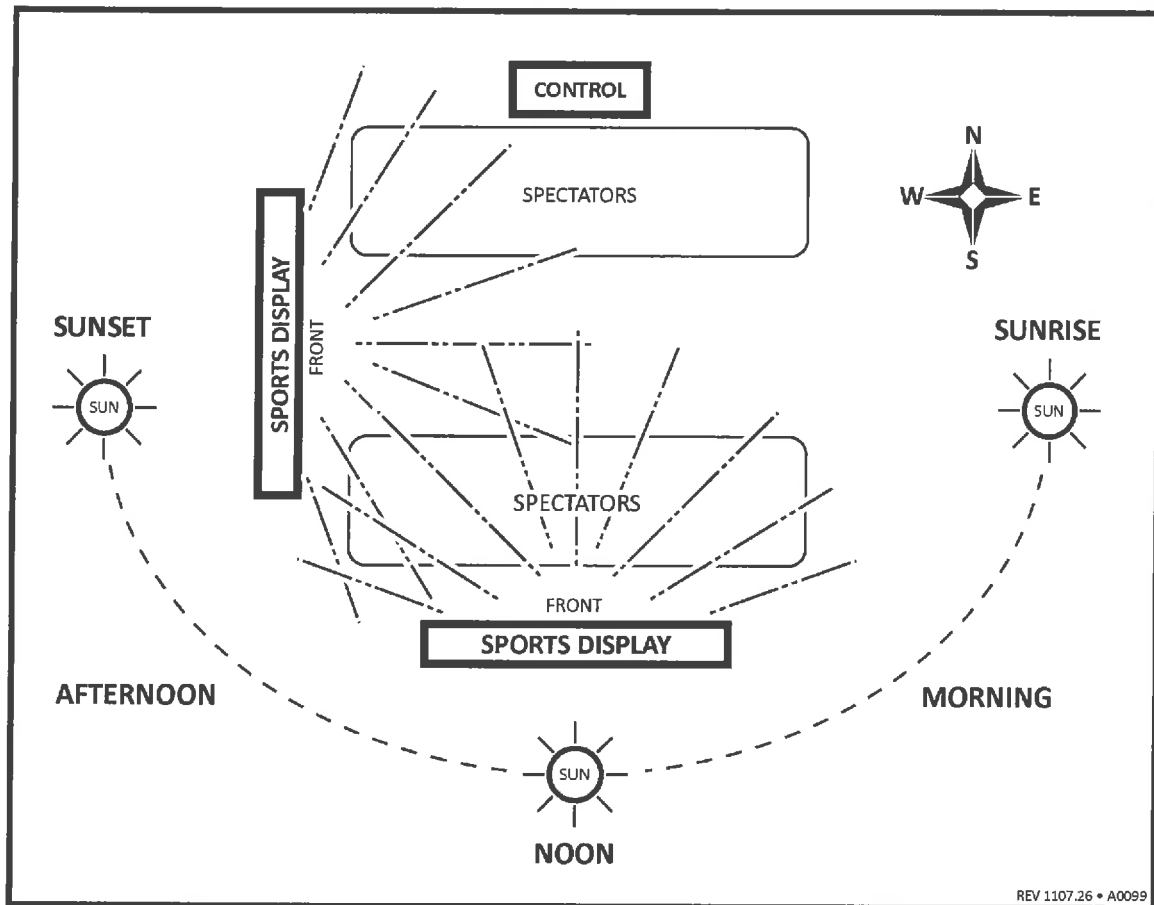


FIGURE 1 — SPORTS DISPLAY AND CONTROL PLACEMENT

## VENTILATION

- Install the sports display so that air flow is not restricted. Customer's structure must allow for the free flow of outside ambient air to the product, without recirculation of air.
- Warranty will be void if components fail due to air flow restrictions.

### TABLE 1. COLUMN & FOOTING SIZE

LENGTH OF SCOREBOARD OR SIGN	8'	8'-6"	9'	10'	12'	14'	16'	18'	20'	24'	26'	27'	28'	32'	36'	45'
COLUMN QUANTITY	2	2	2	2	2	2	2	2	2	2	2	2	2	3	4	5
COLUMN SPACING	4'-0"	4'-3"	4'-6"	5'-0"	6'-0"	7'-0"	8'-0"	9'-0"	10'-0"	12'-0"	13'-0"	13'-6"	14'-0"	10'-6"	9'-0"	9'-0"
13-14 ft	WBx13 2'-6" dia. 5'-0" deep	WBx13 2'-6" dia. 5'-0" deep	WBx13 2'-6" dia. 5'-0" deep	WBx13 2'-6" dia. 5'-8" deep	WBx15 2'-6" dia. 5'-8" deep	WBx15 2'-6" dia. 6'-0" deep	WBx16 2'-6" dia. 6'-6" deep	WBx18 2'-6" dia. 8'-5" deep	WBx18 2'-6" dia. 7'-0" deep	WBx18 2'-5" dia. 7'-5" deep	WBx18 2'-6" dia. 7'-5" deep	WBx18 2'-6" dia. 7'-6" deep	WBx18 2'-6" dia. 7'-5" deep	WBx18 2'-6" dia. 7'-0" deep	WBx15 2'-6" dia. 6'-6" deep	WBx15 2'-6" dia. 6'-8" deep
	WBx15 2'-6" dia. 6'-0" deep	WBx15 2'-6" dia. 6'-0" deep	WBx17 2'-6" dia. 6'-0" deep	WBx17 2'-6" dia. 6'-0" deep	WBx17 2'-6" dia. 6'-0" deep	WBx18 2'-6" dia. 7'-0" deep	WBx18 2'-6" dia. 7'-3" deep	WBx18 2'-6" dia. 8'-0" deep	WBx18 2'-6" dia. 8'-0" deep	WBx22 2'-6" dia. 8'-6" deep	WBx22 2'-6" dia. 8'-6" deep	WBx22 2'-6" dia. 8'-6" deep	WBx22 2'-6" dia. 8'-6" deep	WBx18 2'-5" dia. 8'-8" deep	WBx18 2'-5" dia. 7'-5" deep	WBx18 2'-6" dia. 8'-0" deep
15-16 ft	WBx18 2'-6" dia. 6'-5" deep	WBx18 2'-6" dia. 7'-0" deep	WBx18 2'-6" dia. 7'-0" deep	WBx18 2'-6" dia. 7'-0" deep	WBx18 2'-6" dia. 7'-5" deep	WBx18 2'-6" dia. 8'-0" deep	WBx21 2'-6" dia. 8'-5" deep	WBx21 2'-6" dia. 8'-5" deep	WBx21 2'-6" dia. 8'-5" deep	WBx22 2'-6" dia. 9'-0" deep	WBx22 2'-6" dia. 9'-0" deep	WBx26 2'-6" dia. 9'-8" deep	WBx26 2'-6" dia. 9'-8" deep	WBx22 2'-6" dia. 9'-8" deep	WBx18 2'-6" dia. 8'-5" deep	WBx18 2'-6" dia. 8'-0" deep
	WBx18 2'-6" dia. 6'-5" deep	WBx18 2'-6" dia. 7'-0" deep	WBx18 2'-6" dia. 7'-0" deep	WBx18 2'-6" dia. 7'-0" deep	WBx18 2'-6" dia. 7'-5" deep	WBx18 2'-6" dia. 8'-0" deep	WBx21 2'-6" dia. 8'-5" deep	WBx21 2'-6" dia. 8'-5" deep	WBx21 2'-6" dia. 8'-5" deep	WBx22 2'-6" dia. 9'-0" deep	WBx22 2'-6" dia. 9'-0" deep	WBx26 2'-6" dia. 9'-8" deep	WBx26 2'-6" dia. 9'-8" deep	WBx22 2'-6" dia. 9'-8" deep	WBx18 2'-6" dia. 8'-5" deep	WBx18 2'-6" dia. 8'-0" deep
17-18 ft	WBx21 2'-6" dia. 7'-5" deep	WBx21 2'-6" dia. 8'-0" deep	WBx21 2'-6" dia. 8'-0" deep	WBx22 2'-6" dia. 8'-0" deep	WBx22 2'-6" dia. 8'-0" deep	WBx26 2'-6" dia. 9'-8" deep	WBx26 2'-6" dia. 9'-8" deep	WBx26 2'-6" dia. 10'-0" deep	WBx26 2'-6" dia. 10'-0" deep	WBx30 2'-6" dia. 11'-5" deep	WBx30 2'-6" dia. 11'-5" deep	WBx35 2'-6" dia. 11'-5" deep	WBx35 2'-6" dia. 12'-0" deep	WBx26 2'-6" dia. 11'-0" deep	WBx26 2'-6" dia. 10'-8" deep	WBx22 2'-6" dia. 10'-8" deep
	WBx21 2'-6" dia. 7'-5" deep	WBx21 2'-6" dia. 8'-0" deep	WBx21 2'-6" dia. 8'-0" deep	WBx22 2'-6" dia. 8'-0" deep	WBx22 2'-6" dia. 8'-0" deep	WBx26 2'-6" dia. 9'-8" deep	WBx26 2'-6" dia. 9'-8" deep	WBx26 2'-6" dia. 10'-0" deep	WBx26 2'-6" dia. 10'-0" deep	WBx30 2'-6" dia. 11'-5" deep	WBx30 2'-6" dia. 11'-5" deep	WBx35 2'-6" dia. 11'-5" deep	WBx35 2'-6" dia. 12'-0" deep	WBx26 2'-6" dia. 11'-0" deep	WBx26 2'-6" dia. 10'-8" deep	WBx22 2'-6" dia. 10'-8" deep
19-20 ft	WBx22 2'-6" dia. 8'-0" deep	WBx22 2'-6" dia. 8'-0" deep	WBx22 2'-6" dia. 8'-0" deep	WBx22 2'-6" dia. 8'-0" deep	WBx26 2'-6" dia. 9'-8" deep	WBx26 2'-6" dia. 9'-8" deep	WBx26 2'-6" dia. 10'-0" deep	WBx30 2'-6" dia. 11'-0" deep	WBx30 2'-6" dia. 11'-0" deep	WBx34 2'-6" dia. 12'-0" deep	WBx34 2'-6" dia. 12'-6" deep	WBx36 2'-6" dia. 12'-6" deep	WBx40 2'-6" dia. 12'-0" deep	WBx26 2'-6" dia. 11'-6" deep	WBx26 2'-6" dia. 10'-8" deep	WBx22 2'-6" dia. 10'-8" deep
	WBx22 2'-6" dia. 8'-0" deep	WBx22 2'-6" dia. 8'-0" deep	WBx22 2'-6" dia. 8'-0" deep	WBx22 2'-6" dia. 8'-0" deep	WBx26 2'-6" dia. 9'-8" deep	WBx26 2'-6" dia. 9'-8" deep	WBx26 2'-6" dia. 10'-0" deep	WBx30 2'-6" dia. 11'-0" deep	WBx30 2'-6" dia. 11'-0" deep	WBx34 2'-6" dia. 12'-0" deep	WBx34 2'-6" dia. 12'-6" deep	WBx36 2'-6" dia. 12'-6" deep	WBx40 2'-6" dia. 12'-0" deep	WBx26 2'-6" dia. 11'-6" deep	WBx26 2'-6" dia. 10'-8" deep	WBx22 2'-6" dia. 10'-8" deep
21-22 ft	WBx26 2'-6" dia. 9'-0" deep	WBx26 2'-6" dia. 9'-0" deep	WBx26 2'-6" dia. 9'-0" deep	WBx26 2'-6" dia. 9'-0" deep	WBx26 2'-6" dia. 9'-0" deep	WBx30 2'-6" dia. 10'-6" deep	WBx30 2'-6" dia. 11'-0" deep	WBx35 2'-6" dia. 11'-6" deep	WBx35 2'-6" dia. 12'-0" deep	WBx40 2'-6" dia. 12'-6" deep	WBx40 2'-6" dia. 12'-6" deep	WBx45 2'-6" dia. 13'-0" deep	WBx45 2'-6" dia. 13'-0" deep	WBx30 2'-6" dia. 12'-0" deep	WBx26 2'-6" dia. 11'-6" deep	WBx26 2'-6" dia. 12'-0" deep
	WBx26 2'-6" dia. 9'-0" deep	WBx26 2'-6" dia. 9'-0" deep	WBx26 2'-6" dia. 9'-0" deep	WBx26 2'-6" dia. 9'-0" deep	WBx26 2'-6" dia. 9'-0" deep	WBx30 2'-6" dia. 10'-6" deep	WBx30 2'-6" dia. 11'-0" deep	WBx35 2'-6" dia. 11'-6" deep	WBx35 2'-6" dia. 12'-0" deep	WBx40 2'-6" dia. 12'-6" deep	WBx40 2'-6" dia. 12'-6" deep	WBx45 2'-6" dia. 13'-0" deep	WBx45 2'-6" dia. 13'-0" deep	WBx30 2'-6" dia. 12'-0" deep	WBx26 2'-6" dia. 11'-6" deep	WBx26 2'-6" dia. 12'-0" deep
23-24 ft	WBx26 2'-6" dia. 9'-0" deep	WBx26 2'-6" dia. 9'-0" deep	WBx26 2'-6" dia. 9'-0" deep	WBx26 2'-6" dia. 9'-0" deep	WBx26 2'-6" dia. 9'-0" deep	WBx30 2'-6" dia. 10'-6" deep	WBx30 2'-6" dia. 11'-0" deep	WBx35 2'-6" dia. 11'-6" deep	WBx35 2'-6" dia. 12'-0" deep	WBx40 2'-6" dia. 12'-6" deep	WBx40 2'-6" dia. 12'-6" deep	WBx45 2'-6" dia. 13'-0" deep	WBx45 2'-6" dia. 13'-0" deep	WBx30 2'-6" dia. 12'-0" deep	WBx26 2'-6" dia. 11'-6" deep	WBx26 2'-6" dia. 12'-0" deep
	WBx26 2'-6" dia. 9'-0" deep	WBx26 2'-6" dia. 9'-0" deep	WBx26 2'-6" dia. 9'-0" deep	WBx26 2'-6" dia. 9'-0" deep	WBx26 2'-6" dia. 9'-0" deep	WBx30 2'-6" dia. 10'-6" deep	WBx30 2'-6" dia. 11'-0" deep	WBx35 2'-6" dia. 11'-6" deep	WBx35 2'-6" dia. 12'-0" deep	WBx40 2'-6" dia. 12'-6" deep	WBx40 2'-6" dia. 12'-6" deep	WBx45 2'-6" dia. 13'-0" deep	WBx45 2'-6" dia. 13'-0" deep	WBx30 2'-6" dia. 12'-0" deep	WBx26 2'-6" dia. 11'-6" deep	WBx26 2'-6" dia. 12'-0" deep
25-26 ft	WBx26 2'-6" dia. 9'-0" deep	WBx26 2'-6" dia. 9'-0" deep	WBx26 2'-6" dia. 9'-0" deep	WBx26 2'-6" dia. 9'-0" deep	WBx26 2'-6" dia. 9'-0" deep	WBx30 2'-6" dia. 10'-6" deep	WBx30 2'-6" dia. 11'-0" deep	WBx35 2'-6" dia. 11'-6" deep	WBx35 2'-6" dia. 12'-0" deep	WBx40 2'-6" dia. 12'-6" deep	WBx40 2'-6" dia. 12'-6" deep	WBx45 2'-6" dia. 13'-0" deep	WBx45 2'-6" dia. 13'-0" deep	WBx30 2'-6" dia. 12'-0" deep	WBx26 2'-6" dia. 11'-6" deep	WBx26 2'-6" dia. 12'-0" deep
	WBx26 2'-6" dia. 9'-0" deep	WBx26 2'-6" dia. 9'-0" deep	WBx26 2'-6" dia. 9'-0" deep	WBx26 2'-6" dia. 9'-0" deep	WBx26 2'-6" dia. 9'-0" deep	WBx30 2'-6" dia. 10'-6" deep	WBx30 2'-6" dia. 11'-0" deep	WBx35 2'-6" dia. 11'-6" deep	WBx35 2'-6" dia. 12'-0" deep	WBx40 2'-6" dia. 12'-6" deep	WBx40 2'-6" dia. 12'-6" deep	WBx45 2'-6" dia. 13'-0" deep	WBx45 2'-6" dia. 13'-0" deep	WBx30 2'-6" dia. 12'-0" deep	WBx26 2'-6" dia. 11'-6" deep	WBx26 2'-6" dia. 12'-0" deep
27-28 ft	WBx26 2'-6" dia. 9'-5" deep	WBx26 2'-6" dia. 9'-6" deep	WBx26 2'-6" dia. 9'-6" deep	WBx26 2'-6" dia. 10'-0" deep	WBx30 2'-6" dia. 11'-0" deep	WBx35 2'-6" dia. 11'-5" deep	WBx35 2'-6" dia. 12'-0" deep	WBx40 2'-6" dia. 12'-0" deep	WBx40 2'-6" dia. 12'-0" deep	WBx48 2'-6" dia. 13'-5" deep	WBx48 2'-6" dia. 13'-5" deep	WBx48 2'-6" dia. 14'-5" deep	WBx53 2'-6" dia. 14'-0" deep	WBx35 2'-6" dia. 12'-0" deep	WBx26 2'-6" dia. 12'-0" deep	WBx26 2'-6" dia. 12'-0" deep
	WBx26 2'-6" dia. 9'-5" deep	WBx26 2'-6" dia. 9'-6" deep	WBx26 2'-6" dia. 9'-6" deep	WBx26 2'-6" dia. 10'-0" deep	WBx30 2'-6" dia. 11'-0" deep	WBx35 2'-6" dia. 11'-5" deep	WBx35 2'-6" dia. 12'-0" deep	WBx40 2'-6" dia. 12'-0" deep	WBx40 2'-6" dia. 12'-0" deep	WBx48 2'-6" dia. 13'-5" deep	WBx48 2'-6" dia. 13'-5" deep	WBx48 2'-6" dia. 14'-5" deep	WBx53 2'-6" dia. 14'-0" deep	WBx35 2'-6" dia. 12'-0" deep	WBx26 2'-6" dia. 12'-0" deep	WBx26 2'-6" dia. 12'-0" deep
29-30 ft	WBx26 2'-6" dia. 10'-0" deep	WBx26 2'-6" dia. 10'-0" deep	WBx30 2'-6" dia. 10'-6" deep	WBx30 2'-6" dia. 10'-6" deep	WBx35 2'-6" dia. 11'-6" deep	WBx35 2'-6" dia. 12'-0" deep	WBx40 2'-6" dia. 12'-0" deep	WBx45 2'-6" dia. 12'-6" deep	WBx45 2'-6" dia. 12'-6" deep	WBx50 2'-6" dia. 13'-5" deep	WBx50 2'-6" dia. 13'-5" deep	WBx50 2'-6" dia. 14'-5" deep	WBx55 2'-6" dia. 14'-5" deep	WBx30 2'-6" dia. 12'-0" deep	WBx26 2'-6" dia. 12'-0" deep	WBx26 2'-6" dia. 12'-0" deep
	WBx26 2'-6" dia. 10'-0" deep	WBx26 2'-6" dia. 10'-0" deep	WBx30 2'-6" dia. 10'-6" deep	WBx30 2'-6" dia. 10'-6" deep	WBx35 2'-6" dia. 11'-6" deep	WBx35 2'-6" dia. 12'-0" deep	WBx40 2'-6" dia. 12'-0" deep	WBx45 2'-6" dia. 12'-6" deep	WBx45 2'-6" dia. 12'-6" deep	WBx50 2'-6" dia. 13'-5" deep	WBx50 2'-6" dia. 13'-5" deep	WBx50 2'-6" dia. 14'-5" deep	WBx55 2'-6" dia. 14'-5" deep	WBx30 2'-6" dia. 12'-0" deep	WBx26 2'-6" dia. 12'-0" deep	WBx26 2'-6" dia. 12'-0" deep
31-32 ft	WBx30 3'-0" dia. 10'-0" deep	WBx30 3'-0" dia. 10'-0" deep	WBx30 3'-0" dia. 10'-6" deep	WBx30 3'-0" dia. 10'-6" deep	WBx35 2'-6" dia. 12'-0" deep	WBx40 2'-6" dia. 12'-0" deep	WBx40 2'-6" dia. 12'-0" deep	WBx45 2'-6" dia. 12'-6" deep	WBx45 2'-6" dia. 12'-6" deep	WBx55 2'-6" dia. 15'-5" deep	WBx55 2'-6" dia. 15'-5" deep	WBx60 2'-6" dia. 16'-0" deep	WBx60 2'-6" dia. 16'-0" deep	WBx30 2'-6" dia. 12'-0" deep	WBx26 2'-6" dia. 12'-0" deep	WBx26 2'-6" dia. 12'-0" deep
	WBx30 3'-0" dia. 10'-0" deep	WBx30 3'-0" dia. 10'-0" deep	WBx30 3'-0" dia. 10'-6" deep	WBx30 3'-0" dia. 10'-6" deep	WBx35 2'-6" dia. 12'-0" deep	WBx40 2'-6" dia. 12'-0" deep	WBx40 2'-6" dia. 12'-0" deep	WBx45 2'-6" dia. 12'-6" deep	WBx45 2'-6" dia. 12'-6" deep	WBx55 2'-6" dia. 15'-5" deep	WBx55 2'-6" dia. 15'-5" deep	WBx60 2'-6" dia. 16'-0" deep	WBx60 2'-6" dia. 16'-0" deep	WBx30 2'-6" dia. 12'-0" deep	WBx26 2'-6" dia. 12'-0" deep	WBx26 2'-6" dia. 12'-0" deep
33-34 ft	WBx35 3'-0" dia. 11'-0" deep	WBx35 3'-0" dia. 11'-6" deep	WBx35 3'-0" dia. 11'-6" deep	WBx35 3'-0" dia. 11'-6" deep	WBx40 2'-6" dia. 12'-0" deep	WBx45 2'-6" dia. 12'-0" deep	WBx45 2'-6" dia. 12'-0" deep	WBx50 2'-6" dia. 13'-5" deep	WBx50 2'-6" dia. 13'-5" deep	WBx60 2'-6" dia. 15'-6" deep	WBx60 2'-6" dia. 15'-6" deep	WBx65 2'-6" dia. 16'-0" deep	WBx65 2'-6" dia. 16'-0" deep	WBx30 2'-6" dia. 12'-0" deep	WBx26 2'-6" dia. 12'-0" deep	WBx26 2'-6" dia. 12'-0" deep
	WBx35 3'-0" dia. 11'-0" deep	WBx35 3'-0" dia. 11'-6" deep	WBx35 3'-0" dia. 11'-6" deep	WBx35 3'-0" dia. 11'-6" deep	WBx40 2'-6" dia. 12'-0" deep	WBx45 2'-6" dia. 12'-0" deep	WBx45 2'-6" dia. 12'-0" deep	WBx50 2'-6" dia. 13'-5" deep	WBx50 2'-6" dia. 13'-5" deep	WBx60 2'-6" dia. 15'-6" deep	WBx60 2'-6" dia. 15'-6" deep	WBx65 2'-6" dia. 16'-0" deep	WBx65 2'-6" dia. 16'-0" deep	WBx30 2'-6" dia. 12'-0" deep	WBx26 2'-6" dia. 12'-0" deep	WBx26 2'-6" dia. 12'-0" deep

HEIGHT TO TOP OF SCOREBOARD OR SIGN

COLUMN SIZE • FOOTING DIAMETER • FOOTING DEPTH

**DRILLED PIERS**

1. All drilled piers shall bear on undisturbed soil.
2. Provide for dewatering at excavations from either surface water or seepage.
3. The elevation identifying the bottom of shaft is an approximate length for estimating purposes only. The actual length will be determined in the field from the actual elevation of the bearing stratum to be verified by the on-site soils testing agency.
4. Concrete shall be placed immediately after shafts are cleaned, data is recorded and approval of bearing surface is obtained. Excavations shall not be left open overnight.
5. All piers shall be centered under columns.

**CONSTRUCTION**

- The contract structural drawings and specifications represent the finished structure. They do not indicate the means or methods of construction.
- Trans-Lux Corporation and/or any of its subsidiaries assume no responsibility for work completed by others.
- Field verify all existing dimensions, member sizes, and elevation shown on the drawings. All discrepancies shall be brought to the attention of the engineer immediately.

**SAFETY REQUIREMENTS**

- Comply with all applicable city, county, state and federal laws and regulations adopted pursuant thereto.
- Provide all measures necessary to protect the workmen and other persons during construction. Provide all necessary measures to avoid excessive stresses and to hold the structural elements in place during construction. Such measures shall include, but not be limited to, bracing; shoring for construction equipment; scaffolding; safety nets; support and bracing for cranes and hoists; guying, etc.



## ATTACHING THE SCOREBOARD

- The scoreboard can be easily lifted into place using a crane or boom truck such as used by utilities and sign companies. The weight and dimensions of your scoreboard are shown on the installation drawing.
- When lifting the scoreboard, hook the slings or spreader bar cables into the eyebolts or J-Brackets attached to the top edge of the scoreboard. The eyebolts may be removed after the scoreboard is secured to the supports.

**Caution:** *If eyebolts are removed, plug open holes in scoreboard and apply sealant to avoid water damage; otherwise, if water damage occurs then warranty will be void.*

- The scoreboard is to be bolted or welded to the supports at each hanger bracket position.

### 10" J-BRACKET

This method requires the scoreboard to be bolted to the support column.

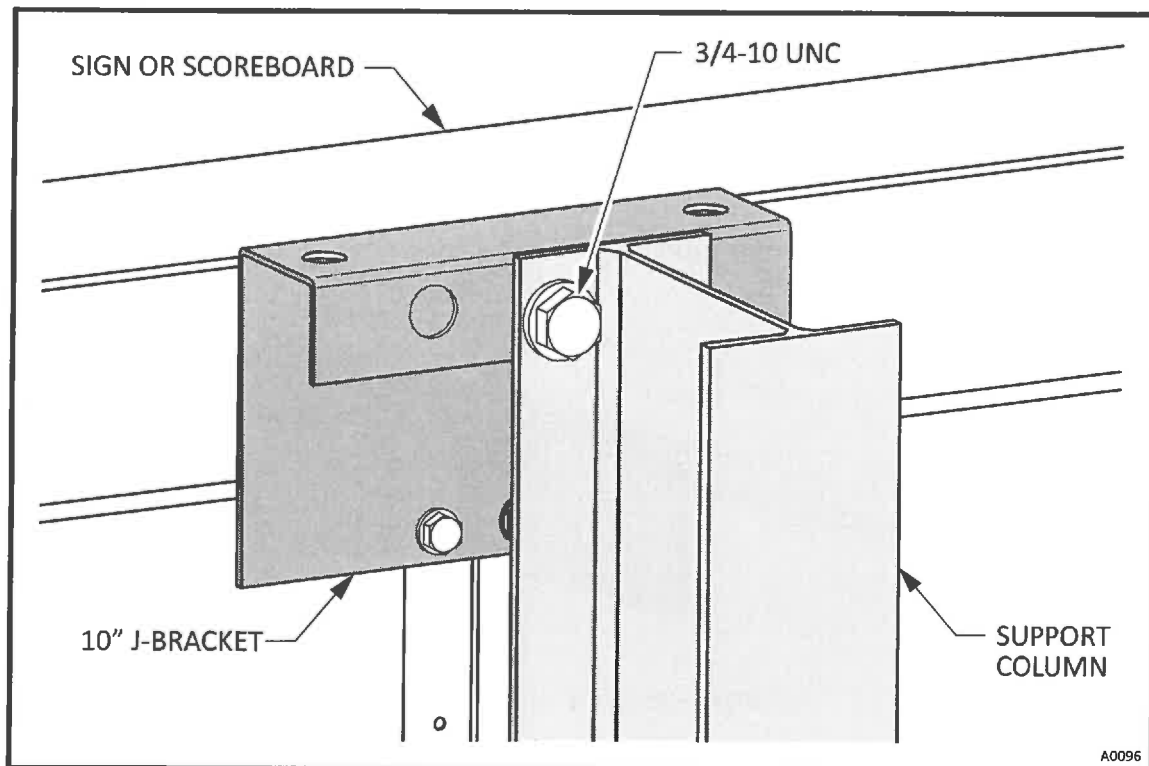


FIGURE 4 — 10" J-BRACKET

## STRINGER

- This method is used when it is not cost effective to reposition the existing support columns to the recommended standard spacing distance (shown in Table 1. Column & Footing Size on page 3).
- The stringers are usually made from tube steel and are welded to the support columns during installation.
- The stringer must be properly sized for the application by an appropriately licensed engineer.

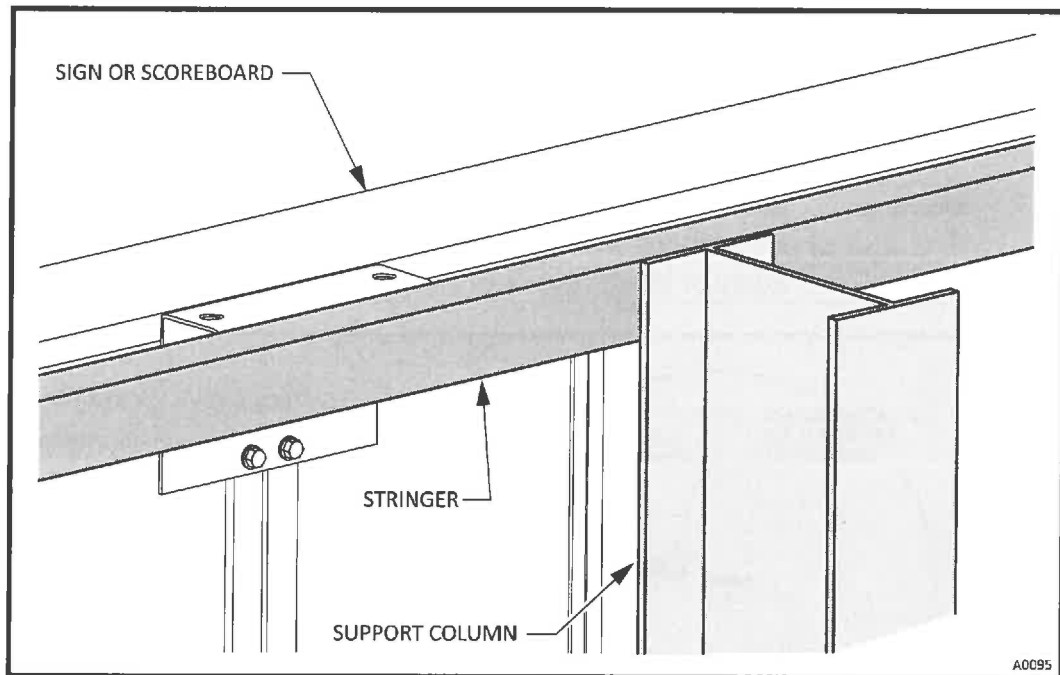


FIGURE 7 — STRINGER

## ACCESSING THE CONTROL & POWER CONNECTIONS

**Warning:** Disconnect main power before opening the access door.

**Warning:** Incoming 120 VAC main power connections must be performed by a qualified electrician or service technician.

- Remove the service door to access the control data and power connections. Refer to Figure 10 below.

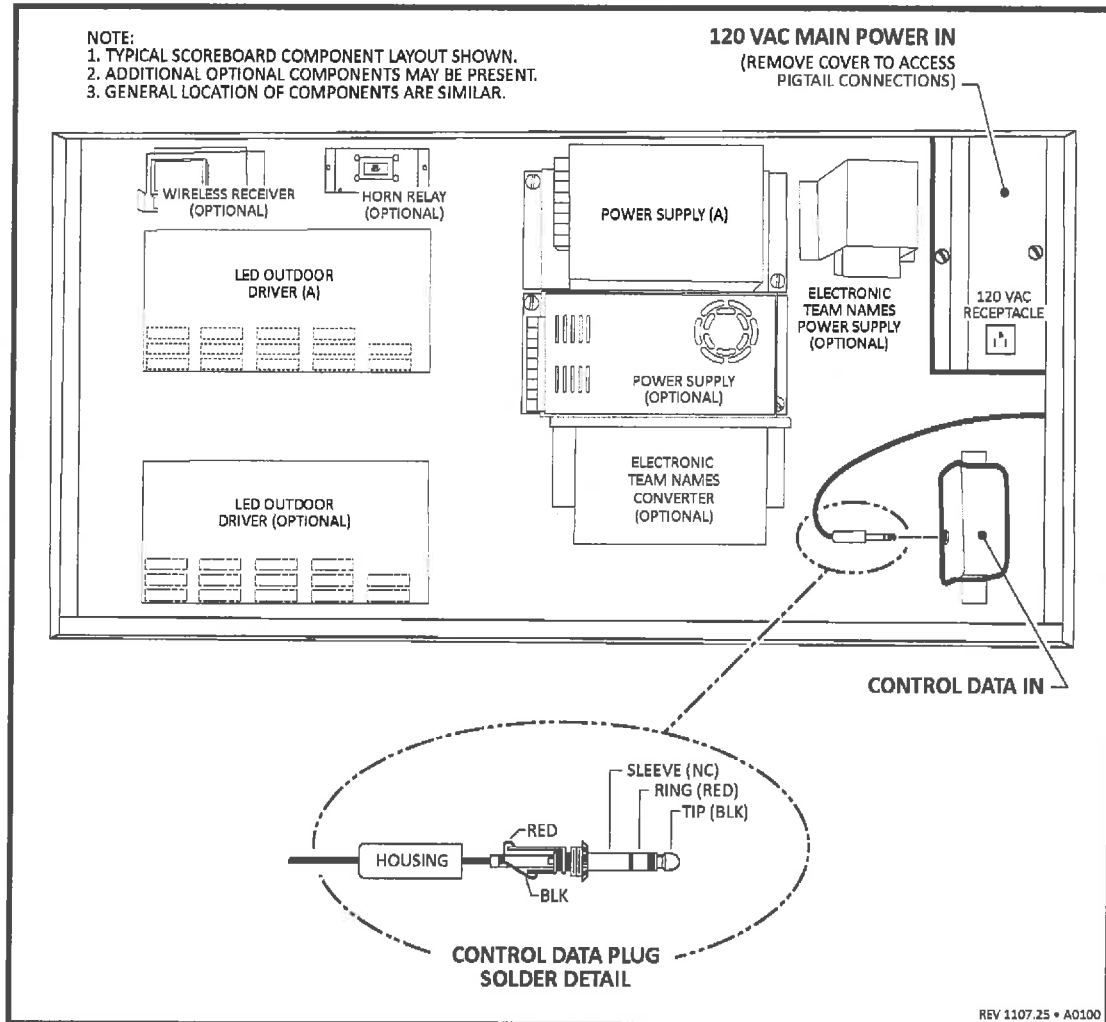


FIGURE 10 — LOCATION OF MAIN POWER IN AND CONTROL DATA IN

## POWER

### FUSED DISCONNECT

A fused disconnect (provided by others) is normally mounted on one of the support columns within view of the scoreboard face. Refer to Figure 9 on page 10.

### 120 VAC SINGLE PHASE

- A knock-out plug is provided on the rear of the scoreboard for the power conduit.
- Your scoreboard is wired for connection to a 120 VAC single phase; two wire grounded power supply at the scoreboard.
- Total power required, when all LED's or lamps are turned on, is listed on the identification label provided with your scoreboard. Wire size should be determined by a local electrician typically determined by both load and wire lengths.

### GROUND WIRE

The proper grounding of the electrical circuits and the scoreboard is an important aspect of an installation to ensure reliable operation, reduce potential lightning damage and for safety. Refer to Figure 11 below and to Article 250 of the National Electric Code.

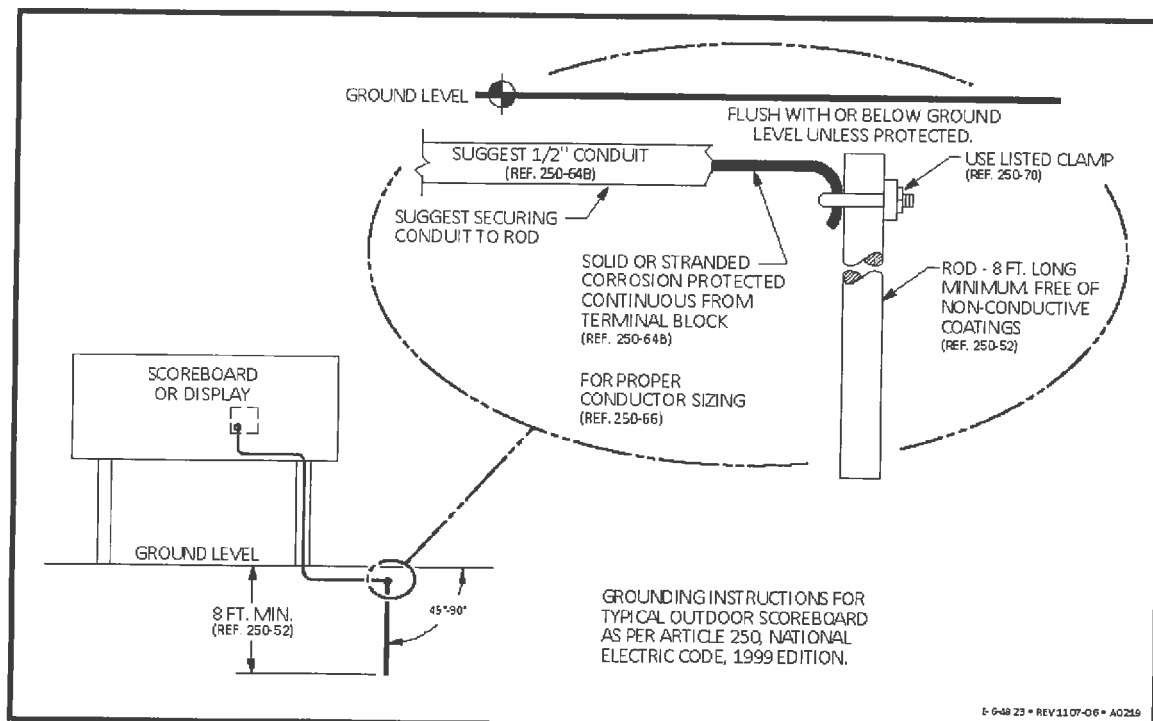


FIGURE 11 — TYPICAL GROUND WIRE CONNECTION



# ATTACHING THE TLVISION

## LIFTING BARS AND BRACKETS

- The TLVision can be easily lifted into place using a crane or boom truck such as used by utilities and sign companies.

The weight and dimensions of your TLVision are shown on the installation drawing.

- When lifting the TLVision, hook the slings or spreader bar cables into the holes of the **lifting bars** or **lifting brackets** attached to the rear of the TLVision.
- The TLVision is to be bolted or welded to the supports or a stringer can be used.

Refer to the following pages:

- **Bolted** on page 20,
- **Stringers** on page 21,
- **Welded** on page 22.
- The **lifting bars** or **lifting brackets** may be removed after the TLVision is secured to the supports.

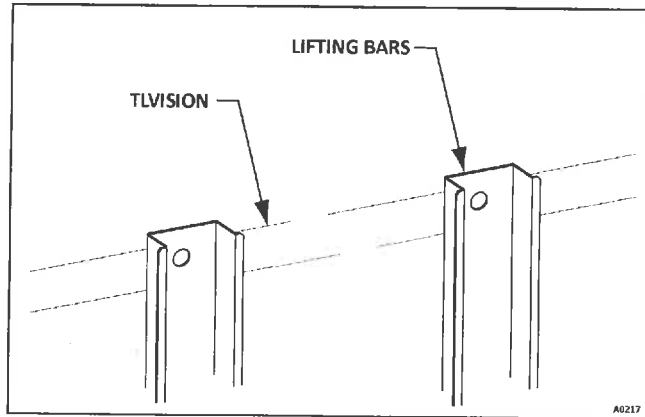


FIGURE 12 — LIFTING BAR

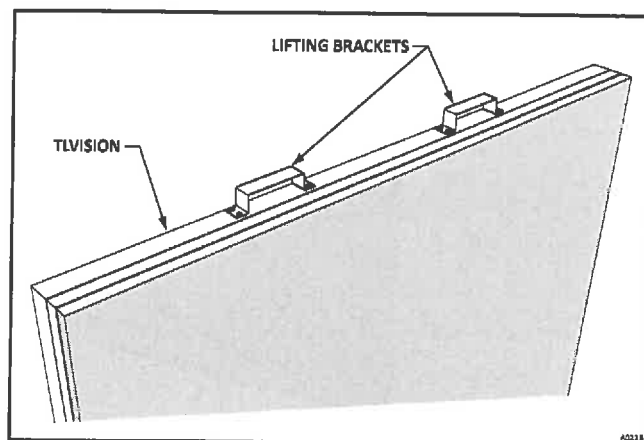


FIGURE 13 — LIFTING BRACKETS

## 2. INSTALL TOP SHELL

- Place one of the frame shells on top of the TLVision. The top and bottom shells are identical. See Figure 15 below.

The Top Shell must be butted against the U-channel and the ends must be even with the edge of the cabinet.

- Drill 5/16 diameter holes thru the Top Shell using the small hole as a guide.
- Insert Fab-Lok anchors through the drilled hole.

Use a 5/8" boxed end wrench or vise grips to hold outer nut and tighten the 5/16 hex head until the Fab-Lok is anchored.

**Note:** *Fab-Lok fasteners require considerable torque to start collapsing, then less torque when they start to set.*

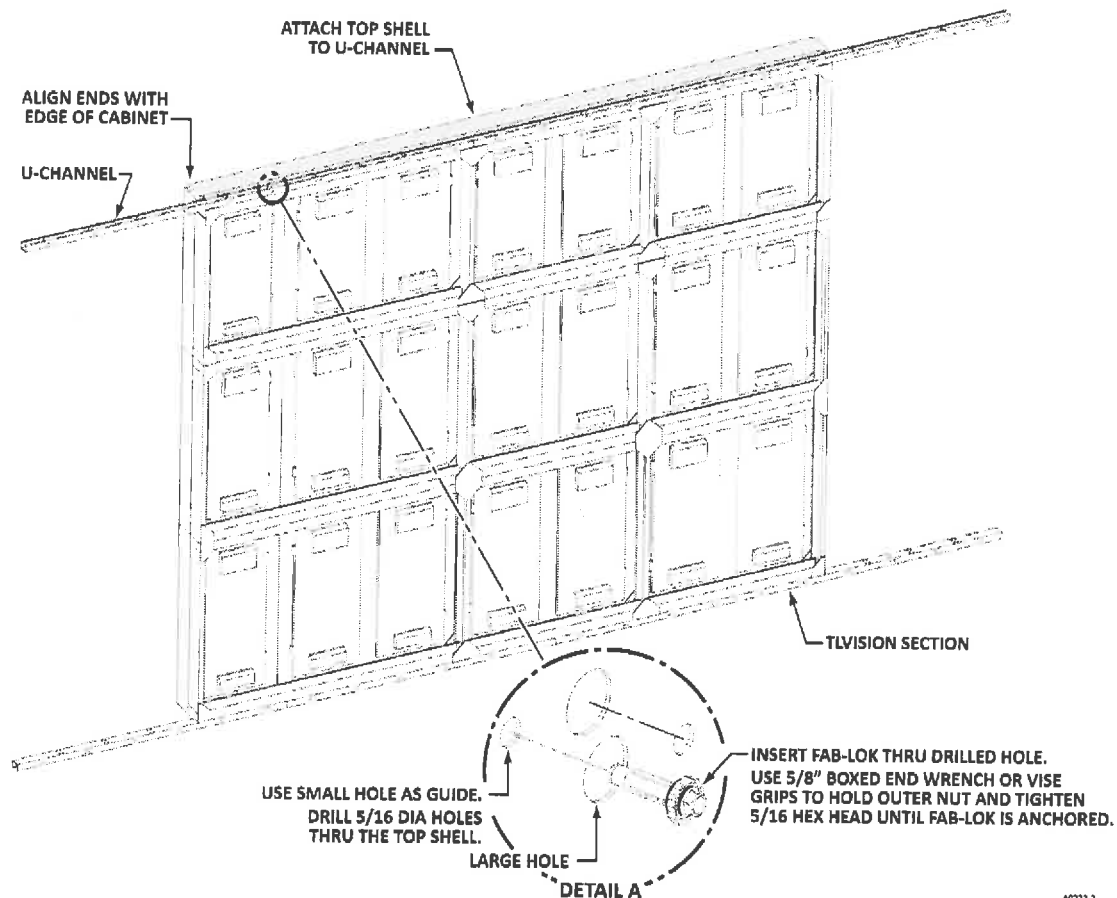


FIGURE 15 – TOP SHELL TO TLVISION SECTION

#### 4. INSTALL 2<sup>ND</sup> SIDE PANEL

1. Install the Side Panel into place by inserting both top and bottom sleeves into the Top Shell and Bottom Shell. Secure with 3/8 hex bolts. See Figure 17 below.

It is normal to have a 1/4" gap between the Side Panel and the cabinet and 1/2" gap between the Bottom Shell and the cabinet.

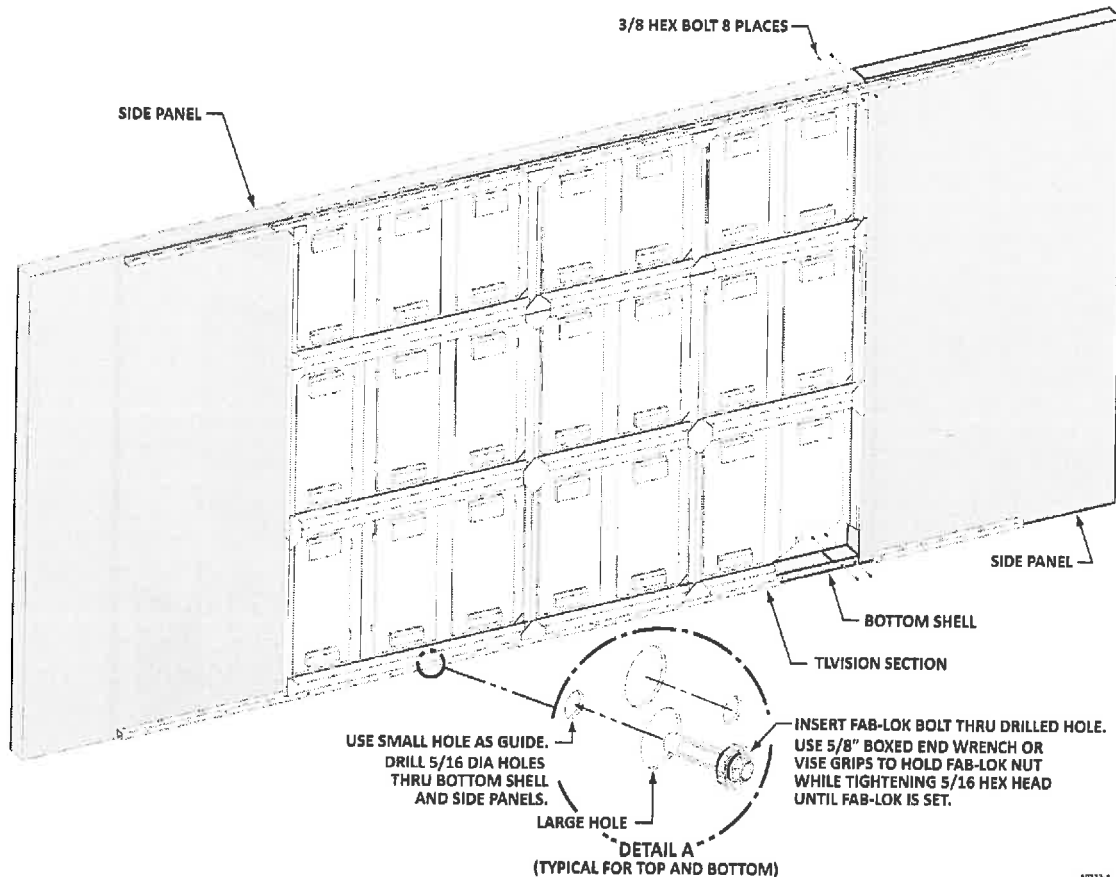


FIGURE 17 - INSTALL SIDE PANELS TO TLVISION SECTION

2. Locate the guide holes on the U-Channel and use the small hole as guide to drill 5/16" holes through the left and right Side Panel frames and the Bottom Shell. See detail in Figure 17 above.
3. Install Fab-Lok fasteners to anchor the Side Panel to the U-Channel.

Tighten Fab-Lok fasteners by holding the outer nut with a 5/8" boxed end wrench or vise grips and tighten the 5/16 hex head bolt until the Fab-Lok is set. Fab-Lok bolts require considerable torque to start collapsing, then less torque until they start to set.

All Fab-Lok bolts must be securely fastened.

## STRINGERS

- This method is used when it is not cost effective to reposition the existing support columns to the recommended standard spacing distance (shown in Table 1. Column & Footing Size on page 3).
- The stringers are usually made from tube steel and are bolted or welded to the Mounting Channel and welded to the support columns during installation.
- The stringer must be properly sized for the application by an appropriately licensed engineer.

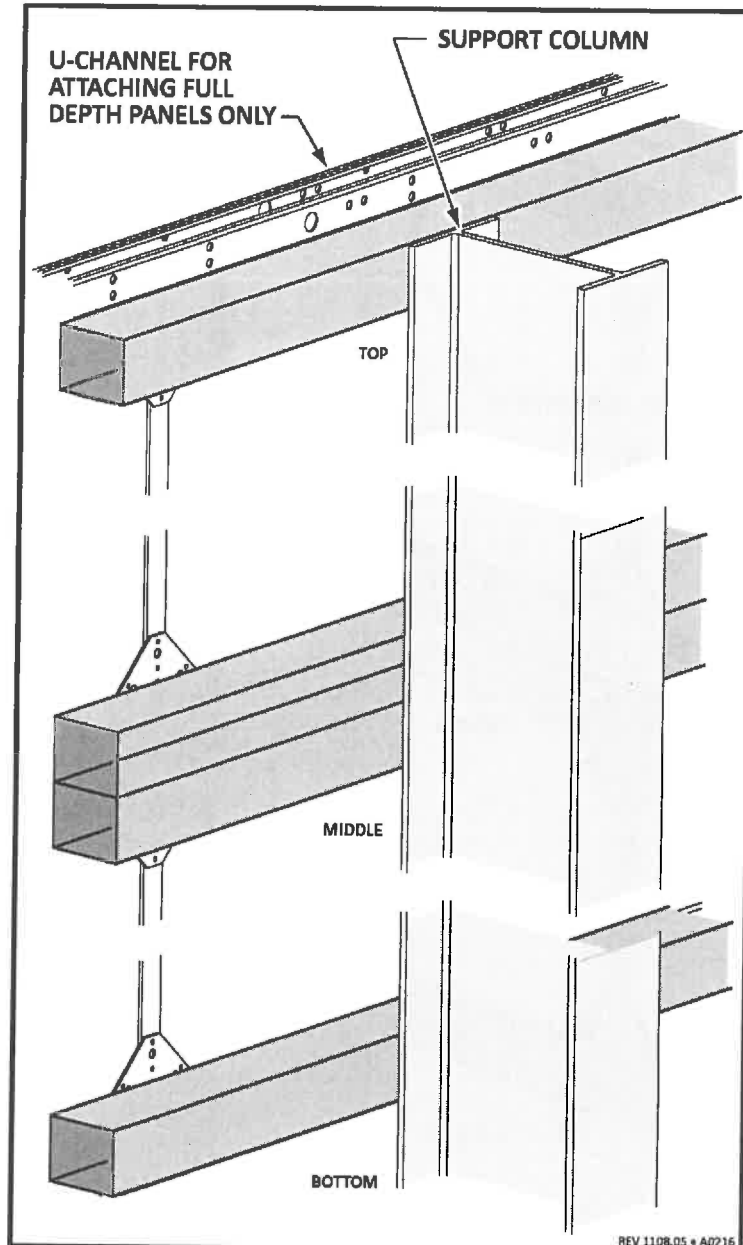


FIGURE 19 — STRINGER

## POWER & DATA

### CONDUIT AND WIRING REQUIREMENTS

- Electrical load requirements are stated on the ID label — located near the power plug behind each panel module.
- Refer to wiring diagram supplied with your equipment.
- Final connections are to be completed after TLVision has been erected and permanently fastened.
- Final connections must be performed by a qualified electrician or service technician.

**Warning:** *Make sure power source is disconnected. Do not make final connections with live power. Failure to do so could result in serious injury or death caused by electrocution.*

### WATER INGRESS

- Additional penetrations may be created in the TLVision cabinet only if they are sealed per NEMA 4 Standard. Additional penetrations are NOT allowed to the TLVision module enclosures. Refer to Figure 21 below.

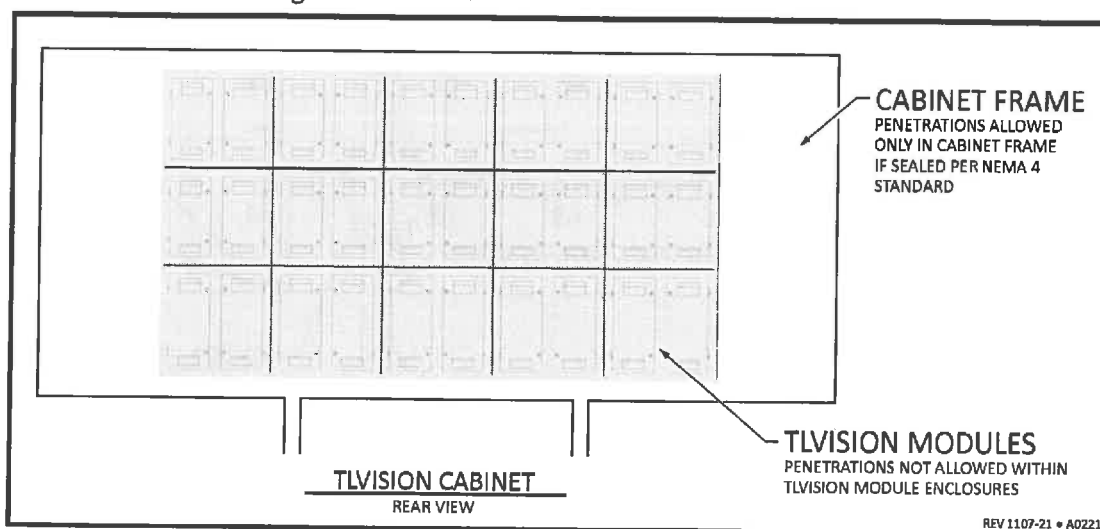


FIGURE 21 — CABINET FRAME VS TLVISION CABINET

- All field penetrations must be tested using a stream of water poured from a container located not less than 6 inches away horizontally. Warranty will be void if this testing is not completed during installation or if there is water ingress from field modifications.
- Any cabinets located above the TLVision must not allow water to build up and then flow through conduits into the TLVision.
- Penetrations between the TLVision and higher cabinets must be sealed between the cabinet internal spaces using water tight cable to conduit seals.



## GROUND WIRE

The proper grounding of the electrical circuits and the TLVision is an important aspect of an installation to ensure reliable operation, reduce potential lightning damage and for safety. Refer to Figure 23 below and to Article 250 of the National Electric Code.

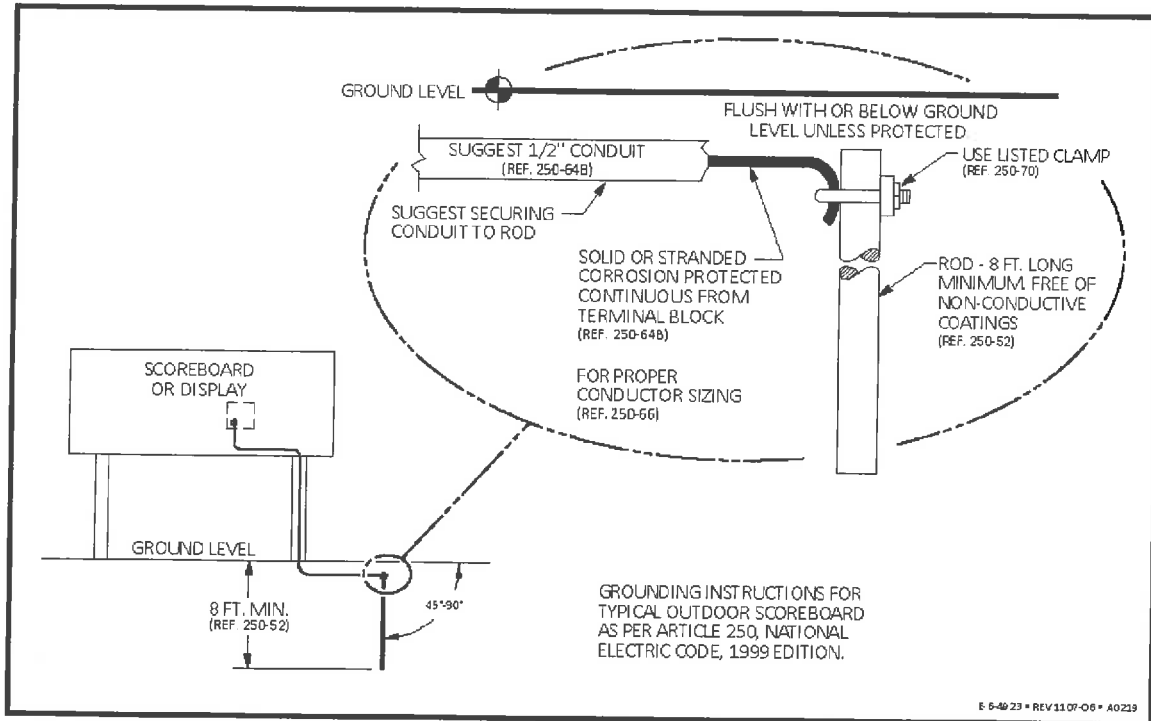


FIGURE 23 — TYPICAL GROUND WIRE CONNECTION

**CONTROL**

- A transmitter is supplied with power cable and must be connected to a dedicated 120 VAC grounded outlet.
- Connect the transmitter to the ProLine PC.
- If the TLVision is used to display score information then connect the MP-70 to the ProLine PC.
- Optional battery powered MP-70 controls are available.
- The MP-70 control must be operated and stored in a dry location.
- Refer to the user manual for the operation and maintenance of your MP-70 control.

**HORN**

- Horns are optional and are not available on all models.
- Horns are shipped separate and installed by customer. Refer to 98-0020-01 Installation Instructions For Outdoor Horns.

<b>Caution:</b>	<b><i>Horns should not be supplied by others and attached to the TLVision without the written approval of Fair-Play. Electrical loads imposed by unauthorized horns may damage the circuits and void the warranty.</i></b>
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EXHIBIT C









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**Intertek**  
**16060**

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**MODEL: MP-7109T4-2**

**VOLTS: 120VAC**

**LAMP MODEL: LED**

**MFG. DAT**

**Trans-Lux Fair-Play**













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